

**MORTGAGE AND ASSIGNMENT OF RENTS--SNELIUS PROPERTY**

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein sometimes called "Mortgage") is made as of July 22, 1994, by Heritage Trust Company, not personally but as Trustee under Trust Agreement dated January 20, 1981, and known as Trust Number 81-1902 ("Mortgagor"), in favor of Greyhound Financial Corporation, a Delaware corporation ("Mortgagee").

**RECITALS**

A. **Land.** Mortgagor is the owner of the land (the "Land") described on Exhibit A attached hereto, together with all improvements thereon. Continental Waste Industries of Illinois, Inc., formerly known as XL Disposal Corporation, ("Continental") is the beneficial owner under said trust.

B. **Judgment.** Lender obtained a final order of judgement issued on March 21, 1994 against Continental, Robert J. Prum, Edward H. Prum and Environmental Management & Marketing Services, Inc. (referred to collectively herein as "Obligors") issued from the United States District Court for the Northern District of Illinois Eastern Division in Greyhound Financial Corporation, a Delaware corporation v. XL Disposal Corporation, et al., Case No. 93 C 7674 (the "Judgment") in the amount of \$1,779,440.14.

C. **Forbearance Agreement.** Concurrently herewith Obligors have entered into a Forbearance and Security Agreement (the "Forbearance Agreement") with Mortgagee pursuant to which Obligors agreed to pay interest on the Judgment from March 21, 1994, at the rate of 9% per annum. The terms of the Forbearance Agreement are incorporated herein by reference as if fully set forth herein.

D. **The Secured Obligations.** As used in this Mortgage, the term "Secured Obligations" shall have the same meaning as set forth in the Forbearance Agreement, and includes without limitation all covenants, obligations and liabilities of Obligors under the Forbearance Agreement.

E. **Collateral.** The term "Collateral," for purposes of this Mortgage, means and includes all of the following:

THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Cynthia Jared, Esq.  
Sachnoff & Weaver, Ltd.  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606



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(i) **Real Estate.** All of the Land described on Exhibit A attached hereto, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anyway appertaining to the Land ("Real Estate");

(ii) **Improvements and Fixtures.** All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate (all of the foregoing is herein referred to collectively as the "Improvements," all of the Real Estate and the Improvements and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises");

(iii) **Rents.** All rents, issues, profits, royalties, avails, income and other benefits derived or owned by Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

(iv) **Leases.** All rights of Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases"); and

(v) **Other Property.** All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including, without limitation, insurance and condemnation proceeds) and products of any of the foregoing.

## GRANT

NOW THEREFORE, for and in consideration of Mortgagee's entering into the Forbearance Agreement and the mutual obligations set forth therein, and in consideration of the various agreements contained herein and in the Forbearance Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Secured Obligations,

MORTGAGOR HEREBY MORTGAGES, CONVEYS, TRANSFERS AND ASSIGNS TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS, FOREVER, AND HEREBY GRANTS TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS

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FOREVER A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL,

TO HAVE AND TO HOLD the Collateral unto Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State of Illinois or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise. The maximum principal amount secured hereby shall not exceed \$5,000,000 plus interest accrued thereon and all Reimbursements (as defined in the Forbearance Agreement). Under the terms of the Forbearance Agreement, Mortgagee's obligation to forbear shall terminate upon the earlier of (1) an Event of Default; or (2) June 30, 1995.

PROVIDED NEVERTHELESS, that if the Mortgagor, its successors or assigns, shall timely pay to the Mortgagee, its successors or assigns, all payments of principal, interest, penalties, fees and all other amounts due and owing according to the terms of this Mortgage and the Forbearance Agreement and keep and perform all of the covenants and agreements contained herein and therein, then the Mortgagee shall release this Mortgage.

## I. COVENANTS AND AGREEMENTS

Further to secure the payment and performance of the Secured Obligations, Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Payment of Secured Obligations. Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, the entire amount due under the Forbearance Agreement, and all other Secured Obligations (including fees and charges). All sums payable by Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.

2. Maintenance and Repair: Protection of Security.

(i) Mortgagor will: not abandon the Premises; not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage; not remove or demolish any of the Improvements; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any changes, additions or alterations to the Premises or the Improvements, except as required by applicable governmental requirement or as otherwise approved in writing by Mortgagee; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting sidewalks in good and neat order and repair.

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(ii) Mortgagor shall promptly notify Mortgagee of and appear in and defend any suit, action or proceeding that affects the Premises or the rights or interest of Mortgagee hereunder and the Mortgagee may elect to appear in or defend any such action or proceeding. Mortgagor agrees to indemnify, defend and reimburse Mortgagee from any and all loss, damage, expense or cost arising out of or incurred in connection with any such suit, action or proceeding, including costs of evidence of title and reasonable attorneys' fees and such amounts together with interest shall become additional Secured Obligations secured hereby and shall become immediately due and payable.

3. Repair of Damage. If the Premises shall be destroyed or damaged in whole or in part, by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Mortgagor shall give to Mortgagee immediate notice thereof. Mortgagor, at its own cost and expense, whether or not such damage or destruction shall have been insured, and whether or not insurance proceeds, if any, shall be sufficient for the purpose, shall promptly repair, alter, restore, replace and rebuild the same, at least to the extent of the value and as nearly as possible to the character of the Premises existing immediately prior to such occurrence. Mortgagee shall in no event be called upon to repair, alter, replace, restore or rebuild such Premises, or any portion thereof, nor to pay any of the costs or expenses thereof.

4. Assignment of Rents, Leases and Profits. Mortgagor does hereby sell, assign, and transfer unto Mortgagee all of the Rents, Leases and profits from the Premises, it being the intention of this Mortgage to establish an absolute transfer and assignment of all such Rents, Leases and profits from and on the Premises unto the Mortgagee and the Mortgagor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead, which appointment is coupled with an interest, to collect all of said rents and profits; provided, Mortgagee grants the Mortgagor the privilege to collect and retain such rents, income, and profits unless and until Mortgagor defaults under this Mortgage or the Forbearance Agreement. Upon the occurrence of such a default, and whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Premises or during any period of redemption, the Mortgagee, without regard to waste, adequacy of the security or solvency of the Mortgagor, may revoke the privilege granted Mortgagor hereunder to collect the rents, issues and profits of the Premises.

5. Required Insurance. Mortgagor will at all times maintain or cause to be maintained on the Premises and on all other Collateral, all insurance required at any time or from time to time as reasonably required by Mortgagee and in any event the following:

(1) Casualty Insurance: insurance covering the Premises the event of fire, lightning, windstorm, vandalism, malicious mischief and all other

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risks normally covered by broad form coverage policies in Chicago, Illinois in an amount equal to 100% of the replacement value thereof;

(2) Comprehensive General Public Liability Insurance:  
comprehensive general public liability insurance in such minimum combined single limit amount as Mortgagee shall from time to time determine;

All insurance shall be in such amounts reasonably satisfactory to the Mortgagee, and all to be maintained in such form and with such companies as shall be approved by the Mortgagee, which approval shall not be unreasonably withheld. Mortgagor shall deliver to and keep deposited with the Mortgagee original certificates and certified copies of all policies of such insurance and renewals thereof, with premiums prepaid, and with standard non-contributory mortgagee and loss payable clauses reasonably satisfactory to the Mortgagee, and clauses providing for not less than thirty (30) days' prior written notice to the Mortgagee of cancellation or material modification of such policies, attached thereto in favor of the Mortgagee. All of the above-mentioned original insurance policies or certified copies of such policies and certificates of such insurance satisfactory to Mortgagee, together with receipts for the payment of premiums thereon, shall be delivered to and held by Mortgagee, which delivery shall constitute assignment to Mortgagee of all return premiums to be held as additional security hereunder. If Mortgagor shall fail to obtain or to maintain any of the policies required by this Section or to pay any premium relating thereto or to renew any such policies and to deliver evidence of such renewal to Mortgagee no later than twenty (20) days prior to the expiration of the existing policy, then Mortgagee, without waiving or releasing any obligation or default by Mortgagor hereunder and whether or not such failure is an event of default hereunder, without notice to Mortgagor, may (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which Mortgagee deems advisable. All sums so disbursed by Mortgagee pursuant to this Section, including costs relating thereto, shall be payable by Mortgagor to Mortgagee on demand plus interest thereon, and shall be additional Secured Obligations.

## II. DEFAULT AND REMEDIES

1. Acceleration. If Mortgagor defaults under this Mortgage or upon the occurrence of any Event of Default under the terms of the Forbearance Agreement, the entire indebtedness evidenced by the Forbearance Agreement and all other Secured Obligations, together with interest thereon shall, at the option of Mortgagee, notwithstanding any provisions thereof and without presentment, demand, protest or notice of any kind to Mortgagor or to any other person become and be immediately due and payable.



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2. Possession of Premises. To the extent permitted by law, Mortgagor hereby waives all right to the possession, income, and Rents of the Premises from and after the occurrence of any default hereunder or under the Forbearance Agreement, and Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of Mortgagee in its sole discretion, to a reduction of such of the Secured Obligations in such order as Mortgagee may elect. Upon the occurrence of an Event of Default, Mortgagee is also hereby granted full and complete authority to enter upon the Premises, to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection, completion or repair of improvements to the Premises, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of Mortgagor. All such expenditures by Mortgagee shall be Secured Obligations hereunder.

3. Foreclosure: Receiver. Upon the occurrence of any default hereunder or under the Forbearance Agreement, Mortgagee shall also have the right immediately or at any time thereafter to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to Mortgagor or to any party claiming under Mortgagor and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Secured Obligations, without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without regarding any bond from the complainant in such proceedings, appoint a receiver for the benefit of Mortgagee, with power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Rents during the pendency of such foreclosure suit. Mortgagor and the party executing the Joinder to this Mortgage, hereby waive all rights to redemption to the fullest extent allowed by law.

### III. GENERAL PROVISIONS

1. Governing Law. The parties agree that the Federal or state courts in Illinois are a proper forum and shall be the only forum for the resolution of any and all disputes of any nature which may arise between the parties to this Mortgage. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

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2. Waiver. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Secured Obligations secured by this Mortgage, and Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the Secured Obligations marshalled upon any foreclosure of this Mortgage or of any other security for any of said Secured Obligations.

3. Time of Essence. Time is declared to be of the essence in this Mortgage and the Forbearance Agreement and of every part hereof and thereof.

4. Junior Lien. Mortgagee, by acceptance hereof, hereby acknowledges that the lien of this mortgage is junior and subordinate to the lien of any Senior Mortgage, identified on Exhibit A, attached hereto. Notwithstanding anything to the contrary contained herein, in the event the Premises is damaged by fire or other casualty, Mortgagee hereby covenants and agrees to make the proceeds of any insurance available to Mortgagor for repair and restoration of the Premises, provided that, and to the extent that, the holder of the Senior Mortgage agrees to make the proceeds of insurance available for such purposes. Mortgagee hereby further covenants and agrees that it will accept property insurance and casualty insurance in the limits and written by companies acceptable to the holder of the Senior Mortgage, unless such limits are not commercially reasonable or such companies are not rated B or better.

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5. Trustee's Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Heritage Trust Company hereunder, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Heritage Trust Company are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by said Heritage Trust Company or for the purpose of or with the intention of binding Heritage Trust Company personally, and this instrument is executed and delivered by Heritage Trust Company not in its own right, but solely in the exercise of the powers conferred upon it as trustee under the Trust Agreement aforesaid; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Heritage Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Heritage Trust Company in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage pursuant to proper authority duly granted, as of the date and year first above written

MORTGAGOR:

HERITAGE TRUST COMPANY, not personally but as Trustee under Trust Agreement dated January 20, 1981, and known as Trust Number 81-1902.

By: Linda Lee Lutz  
Its: Land Trust Officer

Attest: [Signature]  
Its: Asst. Secretary

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## JOINDER

This Joinder is executed by Edward H. Purim and Robert J. Purim ("Beneficiaries") the sole beneficiaries under Trust Agreement dated January 20, 1981, and known as Trust No. 81-1902 with Heritage Trust Company, for the purpose of joining in that certain Mortgage granted by Heritage Trust Company in favor of Greyhound Financial Corporation dated July 22, 1994. All representations, warranties, covenants and agreements of Mortgagor under the terms of said Mortgage are hereby made by Continental, as if fully set forth herein, for the purpose of binding Beneficiaries personally for the payment of all such liabilities and the performance of all such obligations, notwithstanding any exculpatory language set forth in the Mortgage limiting the liability of Heritage Trust Company thereunder, all such representations, warranties, covenants, undertakings and liability being assumed by Beneficiaries as if fully set forth herein.

  
Edward H. Purim

 by   
Robert J. Purim Attorney in Fact

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CONFIDENTIAL

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CORPORATE NOTARY

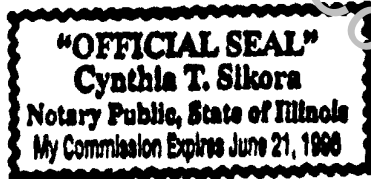
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Linda Lee Lutz and Lynda A. Blust of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of July 1994.

  
\_\_\_\_\_  
Notary Public



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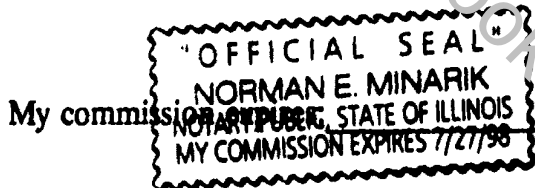
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STATE OF Illinois )  
                                  ) SS:  
COUNTY OF Cook )

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 1st day of August, 1991, personally appeared before me ROBERT J. PRUIM AND EDWARD H. PRUIM, to me personally well known and known to be the persons who signed the foregoing instrument, and who by me duly sworn did state that they signed and delivered the same as their free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Norman E. Minarik  
Notary Public



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EMERGENCY

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## EXHIBIT A - SNELIUS PROPERTY

### Description of the Land

#### Parcel 1:

The westerly 518 feet of Lot 11 (except the west 33 feet thereof) in Arthur T. McIntosh and Company's 135th Street Farms, being a subdivision of the West 1/3 of the West 1/2 of the Northeast 1/4 of the east 60 acres of the Northwest 1/4 of Section 3, Township 36 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1 over and upon the easterly 30 feet of Lot 5 in Prairie West Industrial Park, being a resubdivision of part of Lots 12 and 13 in Arthur T. McIntosh and Company's 135th Street Farms in the Northwest 1/4 of Section 3, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN Numbers: 28-03-101-047 and  
28-03-101-048

address: 13840 S. Kostner  
Crestwood, Illinois

### Senior Mortgage:

1. Mortgage in favor of Equibank recorded as Document Number LR3377095 securing a note in the original principal amount of \$500,000.00.
2. Mortgage in favor of Evergreen Plaza Bank recorded as Document Number LR2940161 securing a note in the original principal amount of \$160,000.00.
3. Mortgage in favor of Southwest Financial Bank and Trust Company securing a note in the original principal amount of \$265,000.00.



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